

AGREEMENT BETWEEN THE GOVERNMENT OF THE CZECH AND SLOVAK  
FEDERAL REPUBLIC AND THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the Czech and Slovak Federal Republic and the Government of the United States of America (hereinafter referred to as "the Parties");

Recognizing the importance of science and technology in the development of prosperous national economies;

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries;

Wishing to create the scientific and technological cooperation which has been developed between the two countries in the past under the Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America on Cooperation in Culture, Education, Science, Technology and Other Fields signed on April 15, 1986;

Convinced of the need for developing mutually beneficial scientific and technological cooperation;

Recalling the Helsinki Final Act of the Conference on Security and Cooperation in Europe and the concluding documents of follow-up meetings held in Vienna, Bonn, Madrid and Paris:

Have agreed as follows:

ARTICLE I

1. The Parties shall develop, support and facilitate scientific and technological cooperation between cooperating organizations of their two countries on the basis of the principles of equality, overall reciprocity, and mutual benefit. This cooperation may be undertaken in such fields as basic science, environmental protection, medical sciences and health, agriculture, engineering research, energy, natural resources and their useful utilization, standardization, science and technology policy and management, and other areas of science and technology as may be agreed by the Joint Board set up according to Articles IX and X of this Agreement.

2. Cooperating organizations may include academies of sciences, scientific institutes, scientific societies, government agencies, universities and other research and development organizations of both countries.

3. Cooperative activities under this Agreement may include coordinated and joint research projects, studies, and investigations; joint scientific courses, workshops, conferences and symposia; exchange of science and technology information and documentation in the context of cooperative activities; exchange of scientists, specialists, and researchers; exchanges or sharing of equipment or materials; and other forms of scientific and technological cooperation as may be agreed by the Joint Board.

ARTICLE II

Cooperation under this Agreement shall be subject to the applicable national laws and regulations of the Parties and to the availability of funds.

ARTICLE III

1. Cooperative activities under this Agreement will take place under implementing memoranda of understanding or other arrangements concluded between government agencies of the two sides (hereinafter "implementing arrangements"). Such implementing arrangements may cover the subjects of cooperation, procedures, funding, allocation of costs, and other relevant matters.

2. Ongoing scientific and technological cooperative activities between cooperating organizations established under the Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic on Cooperation in Culture, Education, Science, Technology and Other Fields of April 15, 1986 shall continue under and be governed by this Agreement.

ARTICLE IV

With respect to cooperative activities under this Agreement, each Party shall, in accordance with its laws and

regulations, facilitate:

- (a) prompt and efficient entry into and exit from its territory of appropriate equipment, instrumentation and project information;
- (b) prompt and efficient entry into and exit from its territory and domestic travel and work of persons participating in the implementation of this Agreement;
- (c) provision of access to relevant geographic areas, data, materials, institutions, and persons participating in the implementation of this Agreement; and
- (d) comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers and comparable access to and exchange of information in the field of scientific and technological research and development.

#### ARTICLE V

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex A, which is an integral part of this Agreement.

ARTICLE VI

Scientific and technological information of a nonproprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed in writing under implementing arrangements, to the world scientific community through customary channels and in accordance with current procedures of the cooperating organizations.

ARTICLE VII

Scientists, technical experts and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate at their own expense, unless otherwise agreed, in activities being carried out under this Agreement.

ARTICLE VIII

Nothing in this Agreement shall prejudice arrangements for scientific and technological cooperation not under this Agreement between cooperating organizations of the Parties.

ARTICLE IX

For the purposes of implementing this Agreement, the Parties agree to establish a Joint Board of the U.S.A. and the C.S.F.R. on Scientific and Technological Cooperation (hereinafter the "Joint Board"). The Joint Board shall:

- (a) recommend to the Parties overall policies under the Agreement;
- (b) Identify fields and forms of cooperation according to Article I, paragraphs 1 and 3;
- (c) review, assess and make specific recommendations concerning scientific and technological cooperative activities;
- (d) review specific cooperative activities that have been approved by government agencies on both sides and approved for funding by the Executive Agents;
- (e) prepare periodic reports concerning the activities of the Joint Board and cooperative activities undertaken under this Agreement for submission to the Secretary of State of the United States of America and the Minister of Foreign Affairs and the Minister for Strategy Planning of the Czech and Slovak Federal Republic; and
- (f) undertake such further functions as may be agreed by the Parties.

ARTICLE X

1. The Joint Board shall consist of six government representatives, three of whom shall be designated by, and serve at the pleasure of, the Government of the United States of America and three of whom shall be designated by, and serve at the pleasure of, the Government of the Czech and Slovak Federal Republic. Each Party may designate alternate members.
2. The Joint Board shall meet annually, alternately in the United States and Czechoslovakia, and additionally as required.
3. The Joint Board shall select a chairman from among its members for a one year term.
4. The Joint Board shall act by consensus.

ARTICLE XI

1. Each Party shall have an Executive Agent. The Executive Agents shall be the Department of State for the United States of America and the Federal Ministry for Strategy Planning for the Czech and Slovak Federal Republic.
2. The Executive Agents shall exercise overall oversight, management and coordination of cooperative activities under this Agreement.
3. Proposals for cooperative activities that have been approved by government agencies on both sides will be forwarded to the Executive Agents to approve the allocation of funds to such activities.

4. The Executive Agents shall manage the Joint Fund established under Article XII in support of approved cooperative activities.

5. The Executive Agents shall prepare working papers for sessions of the Joint Board.

#### ARTICLE XII

For purposes of developing proposals, implementing and providing financial support for cooperative activities under this Agreement, the Parties undertake to establish a Joint Fund, to consist of equal contributions from both Parties. The principles for the establishment of the Joint Fund are set forth in Annex B, which constitutes an integral part of this Agreement.

#### ARTICLE XIII

1. The Parties shall notify each other through diplomatic channels of the completion of their respective internal requirements necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of receipt of the later notification and shall remain in force



for five years. Unless either Party notifies the other in writing at least six months before expiration of its intention to terminate this Agreement, this Agreement shall be extended for one additional five-year period. Thereafter, the Parties may extend this Agreement by written agreement.

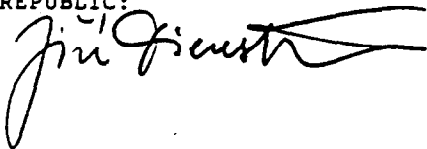
2. After the expiration of the initial five-year period referred to in Article 13, paragraph 1, either Party may terminate this Agreement upon six months' written notice to the other Party. The termination of this Agreement shall not affect the completion of any cooperative activity undertaken under this Agreement and not fully implemented at the time of the termination of this Agreement.

3. This Agreement may be amended by written agreement of the Parties.

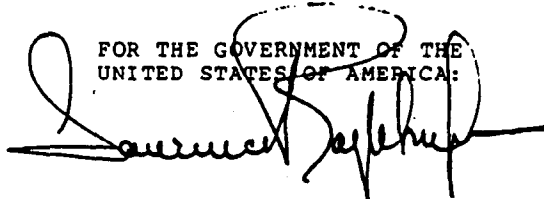
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in Washington, this twenty-second day of October, 1991, in duplicate, in the Czech and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
CZECH AND SLOVAK FEDERAL  
REPUBLIC:



FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



ANNEX A  
INTELLECTUAL PROPERTY

Pursuant to Article V of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree that the cooperating participants shall notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and shall seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties or their cooperating participants, as appropriate. Each Party shall ensure that the other Party or its cooperating participants can obtain the

rights to intellectual property allocated in accordance with the Annex, by means of contracts with its own cooperating participants or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned cooperating participants or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

## II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising

from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II.A. above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.
2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party or its cooperating participants, as appropriate, shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangements, rights to intellectual property arising from the research will be allocated in accordance with paragraph B.(1). In addition,

each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph II.B.2.(a), if a type of intellectual property is protected under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection or that Party's cooperating participants, as appropriate, shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.B.2.(a).

### III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

## ANNEX B

### JOINT FUND

1. Both Parties undertake, subject to the availability of appropriated funds, to make equal annual contributions to the Joint Fund. Their amount shall be specified and agreed on by exchange of official correspondence.

2. To the extent consistent with national laws and regulations, the Parties shall take appropriate measures to ensure the monetary integrity of the Joint Fund by placing the funds into interest-bearing accounts.

3. The Parties shall have equal roles in the administration of the Joint Fund. Procedures for administering the Joint Fund, and for using funds to develop, organize and support scientific and technological cooperative activities should be made as simple and efficient as possible.

4. Monies contributed to the Joint Fund shall be managed by the Executive Agents referred to in Article XI.

5. The administrative expenses of Joint Board activities shall be covered by sums arising from the interest on deposits to the Joint Fund. Should funds derived from interest earnings be insufficient to cover such expenses, the balance may be borrowed from the Joint Fund itself.

6. The establishment and functioning of the Joint Fund shall not prevent cooperating organizations on both sides from making separate and complementary arrangements for funding of cooperative activities. Cooperating organizations with separate funding sources are not precluded from participating in cooperative activities under the Joint Fund.

7. Any additional specific arrangements for the administration and use of the Joint Fund and for repayment of credit (see paragraph 5) shall be as agreed by the Parties.

8. In the event this Agreement terminates or expires, the Parties shall consult as to the appropriate disposition of funds remaining in the Joint Fund.